

EXHIBIT L



Transcript of **Luisa Read**

Tuesday, August 9, 2022

Lucasys Inc. v. Powerplan, Inc.

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Reference Number: 120751

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IN THE UNITED STATES DISTRICT COURT

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FOR THE NORTHERN DISTRICT OF GEORGIA

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ATLANTA DIVISION

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LUCASYS INC.,

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Plaintiff,

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Civil Action File

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No:1:20-cv-2987-AT

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v.

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POWERPLAN, INC.,

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Defendant.

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--- This is the Videotaped Deposition of LUISA READ,

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taken at the Courtyard by Marriott Burlington/Oakville,

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Halton Boardroom, 1110 Burloak Drive, Burlington,

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Ontario, Canada, L7L 6P8, on Tuesday, the 9th day of

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August, 2022.

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1 "implementation", are you referring to the
2 implementation of PowerPlan software or the Customer
3 First program?

4 A. The PowerPlan software.

5 Q. And is it just PowerTax in
6 particular that Lucasys was going to work on?

7 A. Specifically on the PowerTax
8 modules within PowerPlan, but, obviously, there is some
9 dependencies on the property fixed asset sub-ledger
10 that is -- are required as well, so needed to
11 provide -- be there to listen, to see whether there was
12 any dependencies between the two because, obviously,
13 there is.

14 Q. Okay. And if you look back at
15 this Exhibit 2, same page, paragraph 2 is entitled
16 "Fees", and it states the "Total fees and expenses will
17 not exceed [REDACTED]" Is that accurate?

18 A. Yes.

19 Q. Does that number reflect what
20 PowerPlan [sic] intended to or estimated it would spend
21 on Lucasys for this project?

22 MR. FAZIO: Objection. I think you
23 said PowerPlan estimated.

24 MS. GAGE: I did. Let me rephrase.

25 BY MS. GAGE:

1 Q. Does this reflect what Liberty
2 estimated that it would pay Lucasys for this project?

3 A. Yes.

4 Q. Was that number negotiated, to
5 your knowledge?

6 A. I don't, I don't know. Laura was
7 the one who negotiated it with Lucasys.

8 Q. Okay. Do you recall whether there
9 was any discussion with Lucasys that you were aware of
10 as to whether they would potentially do additional work
11 for Liberty down the line after this engagement?

12 A. Not that I'm aware of, no.

13 Q. Okay. You can put that one aside
14 as well.

15 Lucasys did, in fact, perform some work
16 for Liberty; is that right?

17 A. During this, for this agreement?

18 Q. That's right, pursuant to the
19 services agreement, Exhibit 2.

20 A. There -- I believe Lucasys did
21 participate, I don't know how many, but there were a
22 couple of workshops that they did attend initially to
23 start the work that we needed to do.

24 Q. Okay. Did Liberty have any issue
25 with the work that Lucasys did?

1 A. No.

2 Q. Did Liberty have any reason to
3 terminate Lucasys based on the work that they did
4 pursuant to the agreement?

5 A. No.

6 Q. Okay, but Liberty did, in fact,
7 terminate Lucasys, correct?

8 A. Correct.

9 Q. Okay. And why was that?

10 A. We were made aware by PowerPlan
11 that we are -- we had something in the master services
12 agreement between Liberty and PowerPlan where PowerPlan
13 said we required their consent to have individuals work
14 on their or participate in their workshops and in their
15 sessions.

16 Q. And did PowerPlan provide that
17 consent?

18 A. They did not.

19 Q. Okay.

20 MR. FAZIO: Can I just say before you
21 move on, I'm just going to object to the extent
22 we're -- we haven't identified what topics which
23 witness is covering. This is supposed to be a 30(b)
24 and we've been treating these a bit like they're
25 individual witness depositions, and to the extent we're

1 paragraph, I just want to ask you about the last couple
2 of lines there. He writes:

3 "This creates an intolerable risk for
4 us - and you - that Lucasys will misuse or
5 misappropriate our Confidential Information and
6 unfairly use it to develop, market, and sell its
7 competing software."

8 My question is, did Mr. Duffy tell you
9 that Lucasys had already been misusing or
10 misappropriating PowerPlan information?

11 A. Not that I recall.

12 Q. Then he writes that:

13 "...we must withhold our consent for
14 Algonquin and its affiliates to provide Lucasys with
15 access to our Confidential Information..."

16 And then skipping ahead again, he
17 writes:

18 "To be clear, we have no problem with
19 Algonquin retaining Lucasys for projects that will not
20 involve access to, disclosure of, or working with
21 Confidential Information."

22 Do any such projects exist at Liberty?

23 MR. FAZIO: Objection. Form.

24 THE WITNESS: Not that I'm aware of.

25 BY MS. GAGE:

1 Q. So is it your understanding that
2 PowerPlan effectively banned you from using Lucasys in
3 this consulting role?

4 MR. FAZIO: Objection. Form.

5 THE WITNESS: Based on the interaction
6 with PowerPlan not providing the consent to have
7 Lucasys, we had to terminate our agreement with
8 Lucasys.

9 BY MS. GAGE:

10 Q. Did you feel like PowerPlan was
11 bullying Liberty?

12 MR. FAZIO: Objection. Form.

13 THE WITNESS: Not -- I don't believe so
14 because we did try to work together with PowerPlan to
15 come up with other options to continue to have Lucasys
16 participate.

17 BY MS. GAGE:

18 Q. Flip back to the first page of
19 this Exhibit 6. Above the e-mail that we just
20 discussed is a response from you to Mr. Duffy. It's
21 also on April 21st, and the time stamped is 6:51 p.m.,
22 so that's approximately ten minutes. It's 12 minutes
23 after his e-mail to you. Do you see that?

24 A. Yes.

25 Q. He writes:

1 that PowerPlan provides software systems within that
2 market that is described in topic 2?

3 MR. FAZIO: Objection. Form.
4 Foundation. Calls for expert opinion.

5 THE WITNESS: I am aware that PowerPlan
6 does provide their products to regulated utilities.

7 BY MS. GAGE:

8 Q. Are you aware of any other
9 software provided to regulated utilities that does
10 similar -- has similar functionality to PowerPlan
11 software?

12 MR. FAZIO: Objection. Form.
13 Foundation.

14 THE WITNESS: I'm not aware of any, no.

15 BY MS. GAGE:

16 Q. Were you responsible for choosing
17 PowerPlan's software for use by Liberty?

18 A. Not only I was the person
19 responsible. Was Liberty Customer First initiative to
20 have PowerPlan as our system for asset accounting as
21 well as for the tax module.

22 THE REPORTER: The tax?

23 THE WITNESS: Modules.

24 BY MS. GAGE:

25 Q. So were you involved in the

1 decision to choose PowerPlan for asset accounting and
2 tax modules?

3 A. Yes.

4 Q. Okay. During the process of
5 making that decision, did you become aware of any other
6 products that Liberty could choose from in that area?

7 A. No.

8 Q. Did you look for other products?

9 A. As part of the Customer First
10 initiative, there were discussions as part of the RFP
11 where we had an implementation, different
12 implementation partners bidding on the work.

13 When we went with IBM as our
14 implementation partner, their recommendation, based on
15 our organization, regulated utilities, their
16 recommendation to us was that PowerPlan was the fixed
17 assets software we should be using. SAP's
18 functionality within fixed assets does not provide all
19 the functionality that PowerPlan does.

20 When we -- before meeting with IBM,
21 there was another competitor who had their own software
22 development related to asset accounting that they had
23 developed, but we did not go with that implementation
24 partner.

25 Q. Do you recall who that was?

1 A. Capgemini, but they were the main
2 integrated -- integration partner, and I don't know, I
3 think they were getting some other partnership with
4 another consulting firm to help with the asset
5 accounting side, and I don't remember the company's
6 name.

7 Q. Okay, but it was something other
8 than PowerPlan?

9 A. Yes.

10 Q. And that's for asset accounting?

11 A. Yes.

12 Q. Okay. What about for tax
13 depreciation?

14 A. Not aware of any other software or
15 systems that do the PowerTax and Tax Provision.

16 Q. Okay. And does that encompass --
17 you said PowerTax and Tax Provision. Are you aware of
18 any other software that handles deferred taxes and tax
19 depreciation?

20 A. No.

21 Q. Now, you mentioned that Liberty
22 did an RFP for implementation. At the time that you
23 put out the RFP, is it accurate that you had not yet
24 chosen to use PowerPlan or licensed PowerPlan?

25 A. We had not licensed PowerPlan when